

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA  
IN PARKERSBURG**

IN RE:	CASE NO. 4:09-bk-40104
DEBBIE LYNN WALLS,	CHAPTER 7
Debtor.	JUDGE FRANK W. VOLK

**MEMORANDUM OPINION AND ORDER**

Pending is Chapter 7 Trustee Robert L. Johns' Motion to Compel Debtor to Fulfill Payment Obligations ("Motion to Compel") (Doc. 43).

Mr. Johns seeks to compel the debtor, Debbie Lynn Walls, to comply with the terms of an "Agreed Order Authorizing Settlement & Compromise" that was struck by the parties with the benefit of counsel and entered by the Court on August 15, 2013. The material terms of the Court-sanctioned bargain provide as follows:

The Court finds that Through Investigation [sic], the Trustee discovered that the Debtor had real property interests far in excess of what the Debtor previously believed and beyond the Debtor's ability to exempt, the Trustee solicited claims against the estate and that the compromise and settlement between the Parties is an appropriate method to settle the issues between them.

For the reasons set forth in the motion and other good cause existing, It [sic] is hereby,

**ORDERED**, the Debtor will make a payment of three thousand dollars (\$3,000.00) in full settlement of the estate by making regular monthly installment payments of two hundred dollars (\$200.00) . . . at four percent (4%) interest in full settlement of the estate's claims against the Debtors' real property.

(Ord. at 1).

On March 3, 2016, the Court held a hearing on the Motion to Compel. During the hearing, Mr. Johns stated his desire to simply obtain a judgment reflecting the terms set forth above

so that he might record that judgment in the appropriate county record and seek closure of the case.

Ms. Walls' counsel stated that Ms. Walls has been non-communicative.

A "stipulated" or "agreed" judgment is commonly understood to be "[a] settlement that becomes a court judgment when the judge sanctions it. In effect, an agreed judgment is merely a contract acknowledged in open court and ordered to be recorded, but it binds the parties as fully as other judgments." Black's Law Dictionary (10th ed. elec. 2014).

The parties' August 15, 2013, settlement, which contains findings by the Court, the explicit terms of an arms-length settlement, and the Court's sanction, comports with the definition of a "stipulated" or "agreed" judgment. It thus constitutes a binding judgment and -- standing alone -- is susceptible of being spread on the appropriate county record like any other judgment.

The Court, accordingly, discerns no need for a separate judgment order. In the event clarification is required by the county recording authority, Mr. Johns is given leave to attach this Memorandum Opinion and Order to the August 15, 2013, stipulated judgment when presenting it for recordation.

The Clerk is directed to transmit this written opinion and order to all counsel and parties entitled to notice.

ENTERED: March 15, 2016

A handwritten signature in black ink, reading "Frank W. Volk", is written over a horizontal line.

Frank W. Volk  
United States Bankruptcy Judge